

# EXHIBIT A-3

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE WONDER AUTO TECHNOLOGY,  
INC. SECURITIES LITIGATION

No. 11-CV-03687-PAE

ECF CASE

This Document Relates To: All Actions

**PROOF OF CLAIM AND RELEASE**

**I. GENERAL INSTRUCTIONS.**

1. To recover as a member of the Settlement Class based on your claims in the action entitled *In re Wonder Auto Technology, Inc. Securities Litigation*, Case No. 11-cv-03687-PAE (the “Action”), you must complete and, on page 12 hereof, sign this Proof of Claim and Release form (“Proof of Claim”). If you fail to file a timely and properly addressed (as set forth in ¶3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action.

2. **Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement.**

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE \_\_\_\_\_, 2013 TO THE FOLLOWING ADDRESS:

*In re WATG Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 5100  
San Rafael, CA 94912-5100

4. If you are NOT a Member of the Settlement Class, as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim and Release form.

5. If you fail to properly and fully complete this Proof of Claim or fail to send it to the Claims Administrator before the deadline set forth above, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action. If you are a Member of the Settlement Class, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM unless you timely and validly request exclusion from the Settlement Class pursuant to the Notice.

6. It is important that you read and understand the Notice that accompanies this Proof of Claim, and the Plan of Allocation set out in the Notice. The Notice and the Plan of Allocation describe the proposed Settlement; how the Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed, if the Court approves the Settlement and the Plan of Allocation. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Proof of Claim. By signing and submitting this Proof of Claim, you will be certifying that you have read the Notice, including the terms of the releases described therein and provided for herein.

## II. DEFINITIONS

1. “WATG” means Wonder Auto Technology, Inc.
2. “Defendants” means WATG and the Individual Defendants.
3. “Individual Defendants” means Qingjie Zhao and Meirong Yuan.
4. “Released Parties” means each and all of the Defendants, and each and all of WATG’s respective past, present, or future parents, subsidiaries, affiliates, successors, predecessors, assigns, any entity in which WATG has or had a controlling interest (directly or indirectly), current and former officers, directors, and employees of WATG and any affiliated entities, members of any Individual Defendant’s immediate family, any entity in which any member of any Individual Defendant’s immediate family has or had a controlling interest (directly or indirectly), and any trust of which any Individual Defendant is the settler or which is for the benefit of any Individual Defendant and/or member(s) of his family, and each and all of their respective past, present, or future accountants, administrators, advisors, affiliates, agents, analysts, assignees, assigns, associates, attorneys, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, employees, employers, executors, financial advisors, general or limited partners, general or limited partnerships, heirs, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, marital communities, members, officers, parents, personal or legal representatives, predecessors, principals, reinsurers, representatives, shareholders, current and former spouses, subsidiaries, successors, and underwriters.
5. “Settling Parties” means WATG and Lead Plaintiff, on behalf of itself and the Members of the Settlement Class.
6. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Stipulation and Agreement of Settlement dated January 9, 2013 (“Stipulation”).

### III. CLAIMANT IDENTIFICATION

1. If you purchased or acquired WATG securities and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part I of this form entitled "Claimant Identification" to identify the beneficial owner(s) of the WATG securities that form the basis of this claim, as well as the record holder ("nominee"), if different. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR A PERSON AUTHORIZED TO ACT ON BEHALF OF SUCH OWNER(S) OF THE WATG SECURITIES UPON WHICH THIS CLAIM IS BASED.**

3. All joint purchasers (or a person authorized to act on the purchaser's behalf) must sign this claim. Executors, administrators, guardians, conservators, and trustees, or others authorized to act on behalf of the beneficial purchaser, must complete and sign this claim on behalf of persons or entities represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

### IV. CLAIM FORM

1. Use Part II of this form entitled "Schedule of Transactions in WATG Securities" to supply all required details of your transaction(s) in WATG securities purchased or acquired during the Settlement Class Period. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to ***all*** of your holdings, purchases or acquisitions and all of your sales of WATG securities which took place at any time beginning March 30, 2009 and May 6, 2011, inclusive (the “Settlement Class Period”), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Settlement Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

4. The date of covering a “short sale” is deemed to be the date of purchase of WATG securities. The date of a “short sale” is deemed to be the date of sale of WATG securities.

5. You are required to submit genuine and sufficient documentation for all your transaction(s) in and holdings of WATG securities as set forth in the Schedule of Transactions in Part II. Documentation may consist of copies of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by Lead Counsel or the Claims Administrator. **The Parties and the Claims Administrator do not independently have information about your investments in WATG securities.** If such documents are not in your possession, please obtain copies or equivalent contemporaneous documents from your broker. Failure to supply this documentation could delay verification of your claim or result in rejection of your claim. Do not send original documents. Please do not highlight any portion of the Claim Form or any supporting documents and please keep a copy of all documents that you send to the Claims Administrator.

6. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your claim. In some cases where the

Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant's cost.

7. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants MUST submit a manually signed paper Proof of Claim form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-877-283-1773 or visit their website at [www.gilardi.com](http://www.gilardi.com) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

*In re Wonder Auto Technology, Inc., Securities Litigation*

Case No. 11-cv-03687-PAE

PROOF OF CLAIM AND RELEASE

Must be Postmarked No Later Than:

\_\_\_\_\_, 2013

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

\_\_\_\_\_  
Beneficial Owner's Name (First, Middle, Last)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Foreign Province

\_\_\_\_\_  
Foreign Country

\_\_\_\_\_  
Social Security or  
Taxpayer Identification Number

\_\_\_\_\_  
Individual

\_\_\_\_\_  
Corporation/Other

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
(work)

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
(home)

\_\_\_\_\_  
Record Owner's Name (if different from beneficial owner listed above)



## PART II: SCHEDULE OF TRANSACTIONS IN WATG SECURITIES

- A. Number and type of WATG securities held at the beginning of trading on March 30, 2009: \_\_\_\_\_, \_\_\_\_\_\*<sup>1</sup>
- B. Purchases or Acquisitions of WATG securities (March 30, 2009 through May 6, 2011, inclusive):

Trade Date Mo. Day Year	Number of Securities Purchased or Acquired	Type of Security*	Total Purchase or Acquisition Price	Enter "E" if Exercised or "A" if Assigned	Date of Exercise or Assignment
1.	1.	1.			
2.	2.	2.			
3.	3.	3.			

- C. Please list the number of shares of WATG securities purchased or acquired during the period \_\_\_\_\_ and \_\_\_\_\_, inclusive.

Number of Securities Purchased or Acquired	Type of Security*
1.	1.
2.	2.
3.	3.

- D. Sales of WATG securities (March 30, 2009 through May 6, 2011, inclusive):

Trade Date Mo. Day Year	Number of Securities Sold	Type of Security*	Total Sales Price	Enter "E" if Exercised or "A" if Assigned	Date of Exercise or Assignment
1.	1.	1.			
2.	2.	2.			
3.	3.	3.			

- E. Number and type of WATG securities held at close of trading on May 6, 2011: \_\_\_\_\_, \_\_\_\_\_\*

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 12.

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\* A = common stock, B = warrants, C = options

## **V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim under the terms of the Stipulation and Agreement of Settlement, dated January 9, 2013, described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to Lead Counsel to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of WATG securities during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

## **VI. RELEASE**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge all of the Released Claims against each and all of the Released Parties and shall not sue any Released Party with respect to any and all such Released Claims.

2. “Released Claims” means all claims (including without limitation Unknown Claims, as defined in ¶3 hereof) demands, rights, liabilities, suits, debts, obligations, and causes of action of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, concealed or hidden, regardless of legal theory, including, without limitation, claims for negligence, gross negligence, recklessness, intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty or violations of the common law, administrative rule or regulation, tort, contract, equity, or otherwise or of any state or federal statutes, rules or regulations or international law, or the law of any foreign jurisdiction, that were asserted, or could have been asserted, or might have been asserted, in the Action or in any other

litigation, action, or forum by Lead Plaintiff or the Settlement Class Members, or any of them, against the Released Parties, or any of them, which arise out of or relate in any way, directly or indirectly, in whole or in part, to (a) the purchase or acquisition of WATG securities during the Settlement Class Period; (b) any allegations or statements in the Complaint; or (c) WATG's defense or settlement of the Action, provided, however, Released Claims do not include any action taken to enforce the terms of this Settlement against WATG, and do not include any of the derivative claims asserted in *In re Wonder Auto Technology, Inc. Deriv. Litig.*, 11-0C00193 1B (Carson City Super. Ct.); and *In re Wonder Auto Technology, Inc., Deriv. Litig.*, 11-cv-1022 (D. Nev.).

3. "Unknown Claims" means any and all Released Claims which Lead Plaintiff or any other Settlement Class Member, does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, which, if known by him, her or it, might have affected his, her or its settlement with, and release of, the Released Parties, or might have affected his, her or its decision not to object to this Settlement. Unknown Claims include those claims in which some or all of the facts composing the claim may be suspected, or even undisclosed or hidden. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive and relinquish, and each Settlement Class Member, shall be deemed to have, and by operation of the Class Judgment shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiff shall expressly waive and relinquish, and each Settlement Class Member, shall be deemed to have, and by operation of the Class Judgment shall have, waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits

conferred by the law of the United States, any law of any state or territory of the United States, or principle of common law, or of international law or foreign law, which is similar, comparable or equivalent in effect to California Civil Code §1542. It is understood that Lead Plaintiff and each Settlement Class Member may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims (including the Unknown Claims), but Lead Plaintiff and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Class Judgment shall have, fully, finally, and forever discharged, settled, and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, grossly negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff acknowledges, and the other Settlement Class Members shall be deemed by operation of the Class Judgment to have acknowledged, that the foregoing waivers were separately bargained for and are key elements of the Settlement of which this release is a part.

4. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

5. I (We) hereby warrant and represent that I (we) have read the Notice, the Plan of Allocation and the Proof of Claim form, including the releases provided for in the Settlement.

6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

7. I (We) hereby warrant and represent that I (we) have included information about all of my (our) holdings and transactions in WATG securities that occurred during the Settlement Class Period as well as the number and type of WATG securities held by me (us) at the opening of trading on March 30, 2009, and at the close of trading on May 6, 2011.

8. I (We) understand and intend that the signature below serves as the release of the Released Claims.

9. I (We) hereby warrant and represent that I (we) have not requested exclusion from the Settlement Class.

I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT ALL OF THE FOREGOING INFORMATION SUPPLIED ON THIS PROOF OF CLAIM AND RELEASE FORM BY THE UNDERSIGNED IS TRUE AND CORRECT AND THE DOCUMENTS SUBMITTED ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Executed this \_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City/State/Country)

\_\_\_\_\_  
(Claimant, Sign your name here)

\_\_\_\_\_  
(Joint Claimant, Sign your name here)

\_\_\_\_\_  
(Claimant, Type or print your name here)

\_\_\_\_\_  
(Joint Claimant, Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g.,  
Beneficial Purchaser or Acquirer, Executor or  
Administrator)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g.,  
Beneficial Purchaser or Acquirer, Executor or  
Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A  
SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original documentation.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send the Claims Administrator your new address.